IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.539 OF 2006

IN

SUMMARY SUIT NO.2557 OF 2006

Nutan Advertising Agency Pvt.Ltd. ...Plaintiff.

vs.

Selvel Publicity & Consultants Pvt.Ltd. ...Defendant.

Mr.H.V.Chande, for Plaintiff.

Mr.C.K.Tripathi, for Defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

1. The suit of the plaintiff is based on a invoice. Perusal of reply filed by the defendant specially the affidavit dated 25.1.2007 shows that the defendant accepts that the amount claimed under the invoice are payable to the plaintiff. The only defence raised is that though the amount is payable to the plaintiff, the defendant has given credit of that amount to the plaintiff and even after giving credit of that amount to the plaintiff there are some

amounts which are recoverable from the plaintiff and therefore, the defendant has filed a suit.

2. From this defence, one thing is clear that the defendant accepts the claim of the plaintiff based on the invoice which is subject matter of this suit. Whether the defendant is entitled to adjust that claim against the other claims which the defendant contends that he has against the plaintiff, is a question which has to be considered in the suit filed by the defendant and not in this suit. In this suit in view of the affidavit of the defendant, it is clear that the defendant admits the claim of the plaintiff. Therefore, the plaintiff is entitled to decree. The summons for judgment is therefore granted. Suit of the plaintiff is decreed in terms of prayer clause of the suit. Refund of court fees as per rules.